IN THE HIGH COURT OF JUDICATURE AT BOMBAY

CRIMINAL APPELLATE JURISDICTION

CRIMINAL APPLICATION NO.3219 OF 2006

Biren Hirji Chheda .. Applicant
Versus
State of Maharashtra & Ors. .. Respondents

WITH

CRIMINAL APPLICATION NO.3220 OF 2006

Hirji Lalji Chheda & Ors. .. Applicants
Versus
State of Maharashtra & Ors. .. Respondents

WITH

CRIMINAL APPLICATION NO.3221 OF 2006

Pankaj Hirji Chheda & Ors. .. Applicants
Versus
State of Maharashtra & Ors. .. Respondents

Mrs.Manjula Rao for respondent No.2 complainant
Mr.A.P.Mundargi, Senior Advocate i/b. Umesh Agarwal for applicants
Mr.S.S.Pednekar, A.P.P. for State.

CORAM : S.C.DHARMADHIKARI, J.

DATE : 5th October 2006.

P.C.

. These applications are for anticipatory bail. Both sides agree that in the light of subsequent developments and compliance with the statements made before this Court, this Court should exercise its inherent powers and dispose of the present applications. However, pursuant to the understanding recorded on 8th September 2006 as also on 28th September 2006, the applicants and the original complainant, wife of Biren Hirjee Chheda, have settled their disputes and differences finally. The applicant husband, In Laws of the complainant wife so also the complainant wife have entered into consent terms which are duly signed by them so also their Advocates. The same are taken on record and marked "X" for identification.

2. The consent terms record undertakings of the husband with regard to maintaining children,

bearing the expenses of their education so also within six months from the date of execution of the terms, purchasing a flat in the vicinity of Matunga for the residence of the wife Alpa and three minor children. The flat would be a two bed-room hall kitchen flat which would be sufficient for housing the wife and the children. Needless to state that the applicants have to arrange for this accommodation within the period undertaken.

3. The applicants have also handed over, in Court, a cheque for Rs.3,50,000/- in full and final settlement of the claims of complainant wife towards Streedhan and other expenses.

4. In lieu of applicant’s undertaking to purchase a flat in Matunga area in the name of complainant wife, she has relinquished all right, title and interest in the property at Chembur. Further, undertakings are given to pay premiums

and other amounts in various policies and investments till the children attain the age as more particularly set out in the terms.

5. Applicant Biren and wife Alpa in the light of these statements and undertakings have agreed to file a joint petition in the Family Court Mumbai praying for decree of dissolution of their marriage by mutual consent.

6. Order in terms of consent terms. Needless to state that in the light of these terms the criminal complaint filed by the complainant wife shall stand quashed and all investigations pursuant thereto to come to an end forthwith. The ad-interim orders passed in these applications are confirmed.

7. However, in case of default, apart from proceeding against the applicants for breach of the undertakings given to this Court, it would be

open for the complainant wife to initiate such proceedings, civil and criminal, as are permissible in law.

8. Mr.Mundargi, learned Senior Counsel states that the consent terms are also signed by the father in law and mother in law of complainant wife. The thumb impression thereon is that of the mother in law and signature in Gujarathi is that of father in law. These are identified by the Advocate on record. He makes a statement that the consent terms and the undertakings therein so also obligations arising therefrom with all repercussions, have been duly explained and the consent terms are also interpreted to the father in law and mother in law. They have no dispute with regard thereto and the consent terms have been signed by them of their own free will and without any pressure or coercion.

9. The original consent terms, although marked "without prejudice/ final draft" both sides agree to make necessary deletions and corrections which shall be signed and initialled as well.

10. Needless to state that all concerned should act on an authenticated copy of this order as also the terms. Office to release copies of consent terms on payment of usual charges. Applications allowed as above.

(S.C.Dharmadhikari, J)